



**JUSTICE COMMITTEE AGENDA**  
**Law and Justice Center, Room 700**

**Monday, November 3, 2003**

**5:15 P.M.**

1. Roll Call
2. Chairman's Approval of Minutes – October 6, 2003
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Roxanne Castleman, Court Services
    - 1) Items to be presented for Action:
      - a) Pre-Trial Release and Electronic Monitoring Program 1 - 2
    - 2) Items to be presented for Information:
      - a) Monthly Statistical Report 3 - 8
      - b) General Report
      - c) Other
  - B. Billie Larkin, Children's Advocacy Center
    - 1) Items to be presented for Information:
      - a) Monthly Statistical Report 9 - 10
      - b) General Report
      - c) Other
  - C. Bill Gamblin, 911 Administrator
    - 1) Items to be presented for Information:
      - a) General Report 11 - 18
      - b) Other
  - D. Amy Davis, Public Defender
    - 1) Items to be presented for Information:
      - a) Monthly Statistical Report 19 - 21
      - b) General Report
      - c) Other

- E. Sandra Parker, Circuit Clerk
- 1) Items to be presented for Information:
    - a) Monthly Statistical Report for September 2003 22 - 30
    - b) Third Quarter Statistical Report 31 - 38
    - c) General Report
    - d) Other
- F. David Owens, McLean County Sheriff
- 1) Items to be presented for Information:
    - a) McLean County Detention Facility Population Report 39 - 42
    - b) General Report
    - c) Other
- G. Beth Kimmerling, Coroner
- 1) Items to be presented for Information:
    - a) Morgue Facility Fee Increase 43 - 45
    - b) Monthly Report for September 2003 46
    - c) General Report
    - d) Other
- H. William A. Yoder, State's Attorney
- 1) Items to be presented for Action:
    - a) Summary of a Request for Approval of an Intergovernmental Agreement between the Illinois Department of Public Aid and the McLean County State's Attorney's Office for the IV-D Child Support Enforcement Program 47
  - 2) Items to be presented for Information:
    - a) Asset Forfeiture Fund Report 48
    - b) Case Load Report
    - c) General Report 49
    - d) Other
- I. Craig Nelson, Information Services
- 1) Items to be presented for Action:
    - a) Request Approval of Work Order Number 12 for Professional Services Agreement with Northrop Grumman Space and Mission Systems, Inc. – Court Services Department - Juvenile Detention Integrated Justice Information System Module 50 - 53
  - 2) Items to be presented for Information:
    - a) General Report
    - b) Other

- J. John Zeunik, County Administrator
- 1) Items to be presented for Action:
- a) Request Approval of an Agreement  
to Provide Professional Consulting  
Services to the County of McLean,  
Illinois – Sheriff's Fee Service Study 54 - 68
- b) Review of Fiscal Year 2004  
Recommended Budget:
- 1) Rescue Squad 69 - 71
5. Other Business and Communication
6. Recommend payment of Bills and Transfers, if any, to County Board
7. Adjournment

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# PRE-TRIAL RELEASE & ELECTRONIC MONITORING PROGRAM

Possible Revenue Sources: 6 Month Program beginning July 1, 2004

	Option #1	Option #2
In the Court Services Department Budget:		
(1) Decrease Care & Support line-item by 25%	\$50,000	\$62,000
(2) Decrease Care & Support by 31% / No Change to Outside Prisoner Housing		
In the Sheriff's Department Budget:		
(1) Decrease Outside Prisoner Housing line-term by 20%	\$12,000	\$0
(2) No Change to Outside Prisoner Housing / Increase Funding from Care & Support		
Recommend Approval of Sheriff's Fee Study:		
--- Sheriff's Fee Study - Project Increase Bond Fee Revenues	\$14,000	\$14,000
In the Supervisor of Assessments Budget:		
--- Retain GIS Fee Revenues for County GIS Cadastral Maintenance	\$30,000	\$30,000
Total:	\$106,000	\$106,000
Projected Revenue Shortfall:	(\$52,500)	(\$52,500)

10/30/03

**EXHIBIT III**  
**ELECTRONIC MONITORING**  
**COSTS**  
**GPS MONITOR @ \$8.00/DAY**

<b>40 Person Capacity</b>	<b>12 month program</b>	<b>6 month program</b>	<b>2nd 6 months</b>
Equipment, Supplies & Monitoring			
Lease 45 units @ \$8.00	\$131,400	\$65,700	\$65,700
Monitoring Supplies	\$900	\$900	\$0
Phone lines for indigent offenders	\$800	\$400	\$400
Vehicle Operation/Maint.	\$2,400	\$1,200	\$1,200
	\$135,500	\$68,200	\$67,300
Staff			
4 Probation Officers @ \$31,800	\$127,200	\$63,600	\$63,600
Benefits	\$29,000	\$14,500	\$14,500
AOIC Training	\$2,400	\$2,400	\$0
	\$158,600	\$80,500	\$78,100
Supplies, Equipment			
Office Supplies	\$1,000	\$700	\$300
Computers	\$3,000	\$3,000	\$0
Phones	\$1,200	\$600	\$600
	\$5,200	\$4,300	\$900
Other Monitoring Costs			
Substance Abuse Test Materials	\$6,000	\$3,000	\$3,000
Program Evaluation	\$5,000	\$2,500	\$2,500
	<u>\$5,000</u>	<u>\$2,500</u>	<u>\$2,500</u>
Total	\$310,300	\$158,500	\$151,800
Cost per inmate day	\$21.25	\$21.71	\$20.80

September 2003

## **COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS**

### **ADULT DIVISION**

7 Officer Supervision Unit plus 3 Officer PSI Unit

Total Caseload – 1094 (1070 last month)

Average caseload per officer 156 (60 AOIC recommendation)

Pre-sentence Reports Completed – 29 (37 last month)

\* Total Workload Hours Needed – 2000.30 (1967.30 last month)

\*\* Total Hours Available - 1650.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (11 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 2.34 adult officers are needed.** (2.12 last month)

### **JUVENILE DIVISION**

4 Officer Division

Total Caseload – 118 (120 last month)

Average caseload per officer 30 (35 AOIC recommendation)

Social History Reports Completed – 10 (4 last month)

\* Total Workload Hours Needed – 478.00 (411.00 last month)

\*\* Total Hours Available 600.00

\* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

\*\* The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -0.81 juvenile officers are needed.** (-1.26 last month)

### **EARLY INTERVENTION PROBATION (EIP)**

3 Person unit with a maximum caseload of 45

Total caseload 26

## **SPECIAL PROGRAMS**

### **INTENSIVE PROBATION UNIT ADULT**

3 person unit with a maximum caseload of 40

Total Caseload – 51 (44 last month)

### **INTENSIVE PROBATION UNIT JUVENILE**

1 ½ person unit with a maximum caseload of 15

Total Caseload – 16 (16 last month)

### **DRIVING UNDER THE INFLUENCE UNIT**

1 person unit with a maximum caseload of 40

Total Caseload - 69 (70 last month)

### **JUVENILE INTAKE**

2 person unit

Total Informal Conferences - 23 (23 last month)

Total Caseload Informal Probation – 76 (65 last month)

Total Intake Screen Reports – 87 (97 last month)

### **COMMUNITY SERVICE PROGRAM**

1 person unit

Total Caseload Adult - 475 (435 last month)

Total Caseload Juvenile - 29 (29 last month)

Total Hours Completed Adult – 2057.00 (\$10,799.25 Symbolic Restitution)

Total Hours Completed Juvenile – 170.00 (\$ 892.50 Symbolic Restitution)

Total Worksites Used – 36 (36 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload - 76 (75 last month)

Total Court Supervision/Conditional Discharge Caseload – 348 (341 last month)

2003  
JUVENILE DETENTION CENTER  
MCLEAN COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0	0	1	0	0			
11	0	0	0	1	0	0	0	0	0			
12	0	0	0	0	3	0	0	1	1			
13	0	1	0	2	5	0	3	0	2			
14	6	0	2	2	5	4	1	1	1			
15	7	4	8	18	3	3	8	8	3			
16	11	2	7	6	5	1	3	2	3			
<b>Sex of Minors Detained</b>												
Male	18	4	14	20	15	6	12	6	6			
Female	6	3	3	9	6	2	4	6	4			
<b>Race of Minors Detained</b>												
Caucasian	6	1	7	20	12	5	13	8	6			
African-American	17	6	10	9	9	3	3	3	4			
Hispanic	1	0	0	0	0	0	0	1	0			
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	13	3	6	8	3	2	5	5	3			
Warrant	3	0	2	4	3	4	1	0	3			
Aggravated Assault	0	0	0	1	0	0	0	0	0			
Aggravated Battery	1	0	1	3	2	0	0	0	0			
Aggravated Criminal Sexual Abuse	0	0	0	0	1	0	0	0	0			
Aggravated Criminal Sexual Assault	0	0	1	0	0	0	0	0	0			
Aggravated Domestic Battery	0	0	1	1	0	0	0	0	0			
Burglary	0	0	0	0	0	0	1	1	2			
Burglary to Motor Vehicle	0	0	0	2	2	0	1	0	0			
Court Ordered	0	0	0	2	0	0	0	0	0			
Criminal Damage to Property Over \$300	0	0	0	0	0	0	0	1	0			
Criminal Drug Conspiracy	1	0	0	0	0	0	0	0	0			
Delivery of Controlled Substance	0	1	0	0	0	0	0	0	0			
DOC	0	1	1	0	1	0	0	0	2			
Domestic Battery	0	0	0	2	2	0	2	2	0			
Felony Retail Theft	0	0	1	0	0	0	0	0	0			
Home Invasion	0	0	0	0	2	0	0	0	0			



2003  
JUVENILE DETENTION CENTER  
MCLEAN COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Motor Vehicle Theft	0	0	0	0	1	0	0	0	0			
Obstructing a Peace Officer	0	0	0	1	0	0	0	0	0			
Possession of Marijuana	0	0	1	0	0	0	0	0	0			
Possession of Stolen Vehicle	0	0	0	0	0	0	0	1	0			
Request for Apprehension	3	2	3	4	3	2	5	2	0			
Residential Burglary	3	0	0	1	1	0	1	0	0			
<b>Residence of Minors Detained</b>												
Bloomington	20	7	13	17	14	5	10	7	5			
Normal	1	0	4	9	4	2	2	2	4			
Carlock	0	0	0	0	0	0	1	1	0			
Chenoa	0	0	0	0	0	1	0	0	0			
Chicago	1	0	0	1	0	0	0	0	0			
Danvers	0	0	0	1	1	0	0	0	0			
Downs	2	0	0	0	0	0	0	1	1			
Heyworth	0	0	0	0	1	0	1	0	0			
Kankakee	0	0	0	1	0	0	0	0	0			
Kappa	0	0	0	0	0	0	1	0	0			
LeRoy	0	0	0	0	0	0	1	0	0			
Saybrook	0	0	0	0	1	0	0	0	0			
Missouri	0	0	0	0	0	0	0	1	0			
<b>Average Daily Population</b>	9	8.6	7	12	13.9	8.8	7.4	6.9	4.2			
<b>Average Daily Population:YTD</b>	9	8.8	8.2	9.2	10.1	9.9	9.5	9.2	8.6			
<b>Number of Days in Detention</b>	279	240	216	359	431	263	228	214	126			
<b>Revenue:</b>	157.22	155.89	65	50	150	50	100	150	50			

2003  
JUVENILE DETENTION CENTER  
OUT OF COUNTY


Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0	0	0	0	0	0		
11	0	0	0	0	0	0	0	0	0	0		
12	1	0	0	0	2	0	0	0	1	2		
13	1	0	0	0	0	0	1	1	0	2		
14	2	1	2	4	7	4	0	1	1	5		
15	4	3	2	3	2	6	1	1	5	7		
16	6	5	6	7	11	11	2	1	1	9		
<b>Sex of Minors Detained</b>												
Male	9	5	8	8	18	18	3	5	19			
Female	5	4	2	6	4	4	1	3	6			
<b>Race of Minors Detained</b>												
Caucasian	12	6	10	11	21	21	3	8	19			
African-American	1	0	0	3	1	0	1	0	5			
Hispanic	1	3	0	0	0	1	0	0	1			
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	12	3	8	12	18	21	2	4	13			
Warrant	0	2	1	2	1	0	0	1	5			
Contempt of Court	0	0	0	0	0	0	0	0	1			
Criminal Damage to Property	0	0	0	0	1	0	0	0	0			
DOC	0	2	0	0	0	0	0	1	2	4		
DOC Warrant	2	0	1	0	0	1	0	0	0			
Domestic Battery With Bodily Harm	0	1	0	0	0	0	0	0	0			
Possession of Controlled Substance	0	1	0	0	0	0	0	0	0			
Possession of Drug Paraphernalia	0	0	0	0	0	0	1	0	0			
Possession of Stolen Vehicle	0	0	0	0	0	0	0	0	2			
Probation Violation	0	0	0	0	2	0	0	0	0			
Residential Burglary	0	0	0	0	0	0	0	1	0			
<b>Residence of Minors Detained</b>												
Adams	0	0	0	0	0	0	0	0	0	1		
Bureau	0	1	0	0	0	0	5	1	0	2		

2003  
JUVENILE DETENTION CENTER  
OUT OF COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DeWitt	0	1	1	0	0	1	1	1	1	1		
DOC	2	0	1	0	0	1	0	0	0	0		
Douglas	0	0	0	0	0	0	0	0	2	0		
Henderson	0	0	0	0	1	0	0	0	0	0		
Henry	0	0	0	0	0	1	0	0	0	2		
Livingston	2	1	1	3	6	5	0	2	3			
Logan	6	2	5	6	13	7	0	1	11			
Madison	0	0	0	1	0	0	0	0	0	0		
Mason	0	1	0	0	0	0	0	1	2	0		
McDonough	0	2	0	0	0	0	0	0	0	0		
Rock Island	1	0	2	3	1	1	1	0	4			
Tazewell	1	0	0	0	0	0	0	0	0	0		
Woodford	2	1	0	0	1	2	0	0	1			
Average Daily Population	3.3	1.8	2.5	2.4	4.6	9.2	2.9	2.8	5.9			
Average Daily Population:YTD	3.3	2.6	2.5	2.5	2.9	4	3.8	3.7	3.9			
Number of Days in Detention	102	49	77	71	144	276	91	88	178			
Revenue:	9570	4490	7370	5950	13420	27720	9570	8800	16830			

# McLean County Children's Advocacy Center Monthly Statistics

## September 2003

	2002 1st INTERVIEW MONTH/YTD STATS	1st. INTERVIEW 2003	JUV. SUSPECT INTERVIEW 2003	STB/WITNESS INTERVIEW 2003	2ND INTERVIEW 2003	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	12/12	8/8	0	2	1	1	12	12
FEBRUARY	13/25	8/16	1	2	1	4	16	28
MARCH	13/38	15/31	0	7	1	1	24	52
APRIL	13/51	6/37	0	4	1	2	13	65
MAY	16/67	9/46	1	1	1	1	13	78
JUNE	16/83	12/58	0	2	0	0	14	92
JULY	14/97	12/70	1	7	0	0	20	112
AUGUST	10/107	7/77	0	2	0	1	10	122
SEPTEMBER	14/121	17/94	3	3	0	1	24	146
OCTOBER	13/134							
NOVEMBER	11/145							
DECEMBER	14/159							
YEAR TO DATE TOTALS	159	94	6	30	5	11	146	146

**CASA Statistics**  
**Month of September, 2003**

	<b>Current Month</b>	<b>YTD</b>
New Cases Assigned	2	35
Cases Awaiting Assignment	4	8
Cases Closed	3	11
Children Awaiting Assignment	9	31
Children Currently Served	4	229
Total Number of CASA's Assigned	2	123
Resigned CASA's	3	14
Reports Filed	29	223
Court Hearings Attended	31	247

**Updates:**

We held two CASA Informational meetings on September 10<sup>th</sup> and 13<sup>th</sup> respectively. Our volunteer recruiter has been actively seeking volunteers for our fall class. We had 11 attendees at the Informational meetings. Our fall class began on September 29<sup>th</sup>, and will end on November 6<sup>th</sup>. We anticipate that we will have 9 class graduates at the Swearing In. We have cases ready for this class to assume right away, as Judge Dozier has been sending case referrals. Recently the Judge and the Guardian Ad-Litem spoke to the class of volunteers. The Judge reinitiated the need for a CASA volunteer on each case, however, as there are not enough volunteers, he really has to pick and choose which cases really need a CASA. In essence, the volunteers will get the more difficult cases.

Above note that we closed three cases this month. Each of those cases ending very successfully. In one case, 3 children were adopted, in another 1 was adopted, and in the final case 4 children were returned home to their parents. The CASA's on these cases did make a difference for the lives of these children.

## Memo

**Date:** 10/27/2003  
**To:** The Honorable T. Renner and Honorable Members of the Justice Committee  
**Cc:** File  
**From:** W. H. Gamblin, E9-1-1 Administrator  
**RE:** Monthly Statistics

---

Please find attached the ETSB monthly report of operations. I will be unable to attend the meeting as I will be out of state but will be at the December meeting. If you have any questions before that meeting please call upon me.

Thank you.

Respectfully submitted,



William H. Gamblin, ENP

WHG

Attachments

10/27/2003

Confidential

1

## Board Memo

**Date:** 10/3/2003  
**To:** The Honorable Dennis Powell and Honorable Members of the ETSB  
**Cc:** File  
**From:** W. H. Gamblin, E9-1-1 Administrator  
**RE:** September 911 Calls

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Please find the chart for the September 9-1-1 calls.

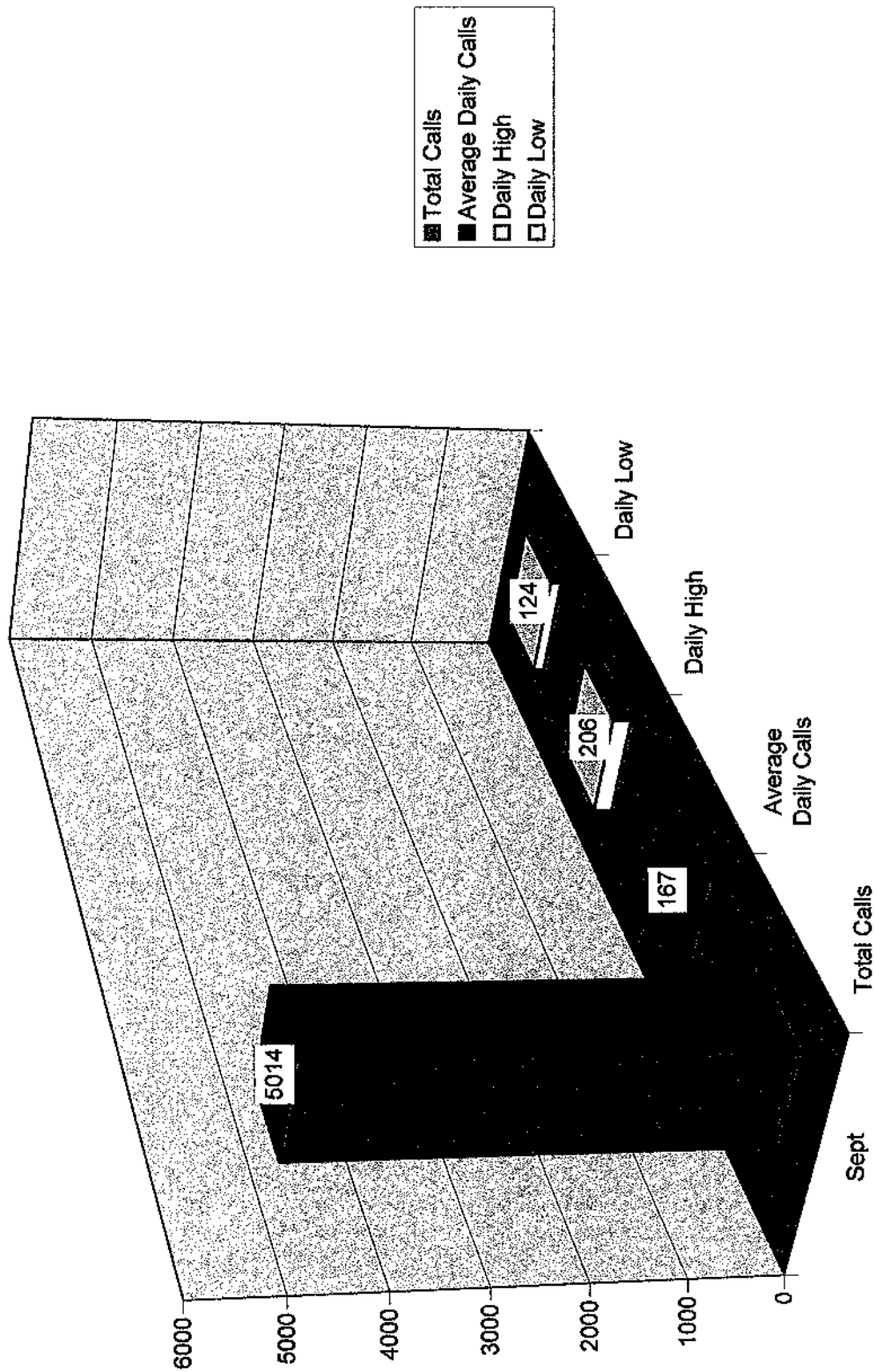
Respectfully submitted,

William Gamblin

WHG

Attachments

# 9-1-1 Calls For September 2003





## **Board Memo**

**Date:** 10/3/2003

**To:** The Honorable Dennis Powell, Chair and Honorable Members of the ETSB

**Cc:** File

**From:** W. H. Gamblin, E9-1-1 Administrator

**RE:** CAD Responses

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Please find the CAD Response report for Aug. 2002 to Sept. 2003.

Respectfully submitted,

William Gamblin

WHG

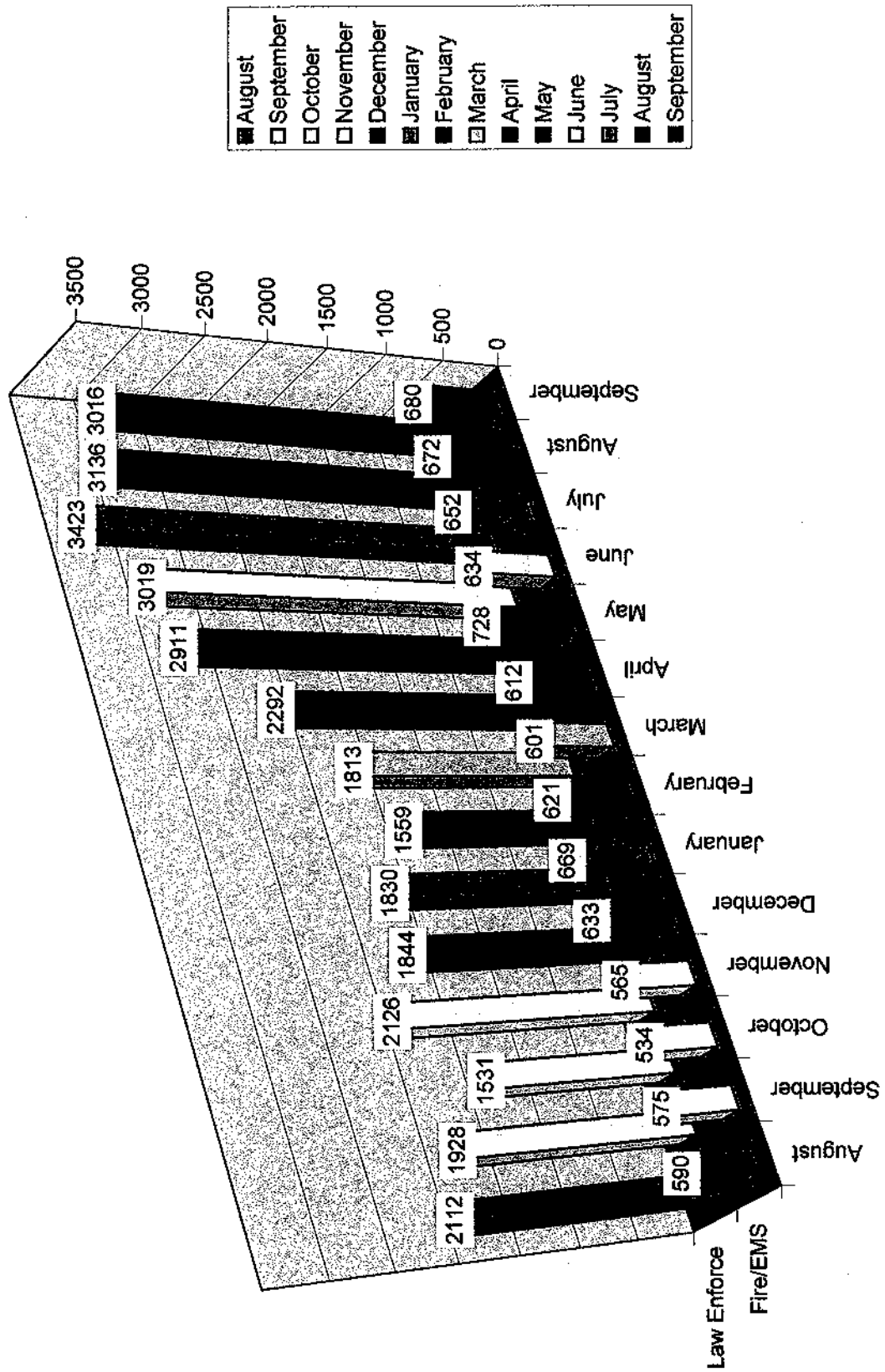
Attachments

10/3/2003

Confidential

1

# CAD Response August 2002 to September 2003



## Board Memo

**Date:** 10/2/2003

**To:** The Honorable Dennis Powell, Chair and Honorable Members of the ETSB

**Cc:** File

**From:** W. H. Gamblin, E9-1-1 Administrator

**RE:** Monthly Report

---

Please find attached the Resolution and call statistics for the Month of September.

Respectfully submitted,

William Gamblin

WHG

Attachments

10/2/2003

Confidential

1

**SEPTEMBER, 2003**

**ERROR  
NO ALI**

NUMBER CORRECTED TESTED COMPLETE

7	7	4	4
---	---	---	---

**NO ANI**

NUMBER CORRECTED TESTED COMPLETE

--	--	--	--

**INCORRECT ADDRESS**

NUMBER CORRECTED TESTED COMPLETE

12	12	7	7
----	----	---	---

**MSAG-STREET RANGE/COMMUNITY**

NUMBER CORRECTED TESTED COMPLETE

7	7		7
---	---	--	---

**ASSIGNED ADDRESSES-UNINCORPORATED  
NEW ROADS (NEW MSAG LISTING)**

11
10

**TOTAL ERRORS  
TOTAL ERRORS CLEARED**

26
18

SEPTEMBER, 2003

ERROR REPORT (MONTHLY)  
COMMUNITY

COMMUNITY	#ERRORS					ERROR TYPE
	RESIDENTIAL	BUSINESS	TOTAL	DATA	#CORRECTED	
ANCHOR	0	0	0	1		
ARROWSMITH	0	0	0	1		
BELLFLOWER	1	0	1	2	1	1-COMM*
BLOOMINGTON	2	16	18	42	1	1-MSAG*
CARLOCK	0	0	0	3		
CHENOA	0	1	1	4		
COLFAX	3	0	3		3	3-RSD*
COOKSVILLE	0	0	0			
CROPSEY	0	0	0	2		
DANVERS	1	1	2	1		
DOWNS	1	1	2	2		
EL PASO	0	0	0	1		
ELLSWORTH	0	1	1	2		
GRIDLEY	0	0	0			
HEYWORTH	0	0	0	1		
HUDSON	2	1	3	1		
LEROY	7	0	7	5		
LEXINGTON	4	0	4	5		
MANSFIELD	0	0	0	1		
MCLEAN	0	1	1			
MINIER	0	0	0			
NORMAL	0	6	6	7	1	1-RSD*
SAYBROOK	1	0	1	5		
SHIRLEY	0	2	2	1		
STANFORD	2	0	2		2	2-RSD*
TOWANDA	0	0	0	1		
OTHER	1	0	1			
TOTAL ERRORS	25	30	55	88	8	

\*NO STREET NAME = NSN  
 \*MSAG PROBLEM = MSAG  
 \*NEED 911 ADDRESS = N911  
 \*CITY JURISDICTION = CJ  
 \*CELL TOWER = CT  
 \*REMOVE STREET DIRECTIONAL = RSD  
 \*COMMUNITY ERROR=COMM  
 \*NUMBER DISCONNECTED=ND  
 \*WRONG COUNTY=WC  
 \*DATA LINE = DL  
 \*SPELLING ERROR = SP

ERRORS AS OF AUGUST 31, 2003

NEW ERRORS FOR SEPTEMBER

ERRORS CORRECTED IN SEPTEMBER

ERRORS AS OF SEPTEMBER 30, 2003

DATA LINES

ILLINOIS STATE UNIVERSITY

November 3, 2003

McLean County Board  
Justice and Public Safety Committee  
Bloomington, IL 61701

Re: Monthly Caseload – MONTH ENDING SEPTEMBER 30, 2003

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

CASE TYPES	MONTHLY TOTALS 2002	MONTHLY TOTALS 2003	YTD TOTALS 2002	YTD TOTALS 2003	% CHANGE YTD
FELONIES	94	90	816	731	<10%>
MISDEMEANORS	102	111	904	896	<1%>
DUI	16	22	225	200	<11%>
TRAFFIC	58	92	662	728	10%
JUVENILE	33	34	248	180	<27%>
(DELINQUENT)	12	10	112	75	<33%>
(ABUSE/NEGLECT)	21	24	136	105	<28%>
MENTAL HEALTH CASES	0	1	0	15	
POST-CONVICTION & SVPCA CASES	0	1	5	8	38%
TOTAL	303	351	2,860	2,758	<4%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING September 30, 2003**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	YTD TOTALS	NEW MONTHLY TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	93	17	3
F	JAMES TUSEK	93	10	4
F	RONALD LEWIS	93	18	7
F	BRIAN MCELLOWNEY	92	11	4
M	CARLA BARNES	378	54	0
F	CARLA BARNES	71	6	4
M	ROBERT KEIR	510	57	4
F	ROBERT KEIR	34	0	0
DUI	ANTHONY ORTEGA	181	22	3
F	ANTHONY ORTEGA	32	2	0
F	JOHN WRIGHT-C	58	7	0
F	LEE ANN HILL-C	59	8	0
F	TONY TOMKIEWICZ-C	59	7	0
TR	DAWN NATION	619	92	1
J	JON MCPHEE	61	12	0
J	ART FELDMAN	65	10	5
J	KELLY CAVANAUGH	52	12	0
J	ALAN NOVICK-C	3	0	0
PC/SVP	DAVID BUTLER-C	8	1	0
PVT	PRIVATE COUNSEL	283	28	0
W/D	WITHDRAWN	26	4	0

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

**DATE:** November 3, 2003

**TO:** Justice Committee

**FROM:** Amy Johnson Davis

**RE:** Monthly Report

SEPTEMBER 2003 DISPOSITION

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	22	52	32
PLEA / LESSER	10	11	31
BENCH TRIAL / WIN	0	0	0
BENCH TRIAL / LOSS	0	0	1
JURY TRIAL / WIN	0	0	0
JURY TRIAL / LOSS	2	0	0
DISMISSED / UPFRONT	2	5	15
DISMISSED / TRIAL	4	11	2
KNOCKDOWN	4	0	0
DISMISSED PER PLEA	2	7	4
PRIVATE COUNSEL	15	7	6
PLEA / BLIND	9	0	0
REFILED AS FELONY	N/A	1	3
WITHDRAWN	0	4	0
DIRECTED VERDICT	0	0	0
P.D. DENIED	4	4	0



REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE MONTH OF SEPTEMBER 2003  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
Adoption	21	AD	10	0	5	26	26
Arbitration	361	AR	53	10	80	344	519
Chancery	197	CH	19	0	28	188	183
Dissolution of Marriage	571	D	62	0	48	585	537
Eminent Domain	2	ED	0	0	0	2	5
Family	218	F	37	0	17	238	150
Law => \$50,000 - Jury	259	L	1	0	7	253	271
Law = > \$50,000 - Non-Jury	140	L	9	0	5	144	128
Law = < \$50,000 - Jury	16	LM	0	0	0	16	23
Law = < \$50,000 - Non-Jury	235	LM	74	4	78	235	240
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	8	MH	7	0	4	11	4
Miscellaneous Remedy	156	MR	30	0	24	162	133
Order of Protection	16	OP	10	0	13	13	20
Probate	1,113	P	24	0	11	1,126	1,086
Small Claim	650	SC	212	30	229	663	698
Tax	10	TX	0	0	0	10	12
TOTAL CIVIL	3,973		548	44	549	4,016	4,035

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF SEPTEMBER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
CONTEMPT OF COURT	6	C.C.	1	1	0	0	7	2
CRIMINAL FELONY	828	CF	124	124	0	92	860	956
CRIMINAL MISDEMEANOR	1,151	CM	163	163	0	180	1,134	1,146
TOTAL CRIMINAL	1,985		288	288	0	272	2,001	2,104

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE MONTH OF SEPTEMBER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
JUVENILE	38	J	0	0	0	3	35	50
JUVENILE ABUSE & NEGLECT	183	JA	15	27	0	6	192	188
JUVENILE DELINQUENT	95	JD	9	9	6	19	91	136
TOTAL JUVENILE	316		24	36	6	28	318	374

REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE MONTH OF SEPTEMBER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
CONSERVATION VIOLATION	21	CV	5	0	5	21	37
DRIVING UNDER THE INFLUENCE	427	DT	84	0	72	439	428
ORDINANCE VIOLATION	840	OV	195	0	176	859	787
TRAFFIC VIOLATION	21,093	TR	3,249	0	4,122	20,220	16,545
TOTALS:	22,381		3,533	0	4,375	21,539	17,797

REPORT NO. E  
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT  
IN ALL CATEGORIES  
DURING THE MONTH OF SEPTEMBER 2003  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

[illegible]

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**DURING THE MONTH OF SEPTEMBER 2003**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**MCLEAN COUNTY**

NOT CONVICTED							CONVICTED			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
14	0	6	1	0	0	1	67	1	2	92

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**THROUGH THE MONTH OF SEPTEMBER, 2003**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

	NOT CONVICTED								CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL		
						BENCH TRIAL	JURY TRIAL					
JAN	29	0	34	0	0	0	2	93	1	3	162	
FEB	19	0	19	0	*2	2	2	73	1	2	120	
MAR	11	0	13	0	0	0	1	65	0	0	90	
APR	28	0	19	0	1*	2	1	87	0	2	140	
MAY	16	0	21	0	0	0	1	63	1	2	104	
JUNE	16	0	8	1	0	1	0	55	5	2	88	
JULY	24	0	16	1	0	0	2	71	0	0	114	
AUG	23	0	7	1	0	1	1	89	0	1	123	
SEPT	14	0	6	1	0	0	1	67	1	2	92	
OCT												
NOV												
DEC												
TOTAL	180	0	143	4	3	6	11	663	9	14	1,033	

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

\*NOT GUILTY BY DIRECTED VERDICT

**REPORT G**  
**SENTENCE OF DEFENDANTS CHARGED WITH FELONIES**  
**DURING THE MONTH OF JULY 2003**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 70  
(FROM REPORT F)

**FELONY SENTENCE TABLE**

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	1	2	8	7	6	24
4. PROBATION	0	0	2	10	15	16	43
5. OTHER	0	0	0	0	0	3	3
TOTALS:	0	1	4	18	22	25	70

\* Conditional Discharge



REPORT H  
ORDERS OF PROTECTON ISSUED  
DURING THE MONTH OF SEPTEMBER 2003  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	1	0	1
FAMILY (OP)	6	0	4
CRIMINAL	3	0	4
<b>TOTAL:</b>	10	0	9

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE THIRD QUARTER OF 2003  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
Adoption	21	AD	20	0	15	26	26
Arbitration	363	AR	152	38	209	344	519
Chancery	200	CH	69	0	81	188	183
Dissolution of Marriage	553	D	162	0	130	585	537
Eminent Domain	1	ED	1	0	0	2	5
Family	194	F	111	0	67	238	150
Law => \$50,000 - Jury	265	L	14	0	26	253	271
Law = > \$50,000 - Non-Jury	141	L	24	0	21	144	128
Law = < \$50,000 - Jury	16	LM	0	1	1	16	23
Law = < \$50,000 - Non-Jury	236	LM	213	12	226	235	240
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	9	MH	13	0	11	11	4
Miscellaneous Remedy	153	MR	53	0	44	162	133
Order of Protection	16	OP	39	0	42	13	20
Probate	1,101	P	77	0	52	1,126	1,086
Small Claim	642	SC	621	115	715	663	698
Tax	10	TX	0	0	0	10	12
TOTAL CIVIL	3,921		1,569	166	1,640	4,016	4,035

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES  
 DURING THE THIRD QUARTER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
CONTEMPT OF COURT	3	C.C.	5	5	0	1	7	2
CRIMINAL FELONY	829	CF	359	359	1	329	860	956
CRIMINAL MISDEMEANOR	1,093	CM	548	548	0	507	1,134	1,146
TOTAL CRIMINAL	1,925		912	912	1	837	2,001	2,104

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE THIRD QUARTER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
JUVENILE	44	J	0	0	0	9	35	50
JUVENILE ABUSE & NEGLECT	189	JA	29	50	0	26	192	188
JUVENILE DELINQUENT	90	JD	27	27	17	43	91	136
TOTAL JUVENILE	323		56	77	17	78	318	374

REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE 3rd QUARTER 2003  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2003	END PENDING 2002
CONSERVATION VIOLATION	22	CV	24	0	25	21	37
DRIVING UNDER THE INFLUENCE	424	DT	217	0	202	439	428
ORDINANCE VIOLATION	793	OV	451	0	385	859	787
TRAFFIC VIOLATION	21,505	TR	9,779		11,064	20,220	16,545
TOTALS:	22,744		10,471	0	11,676	21,539	17,797

**REPORT NO. E**  
**TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT**  
**IN ALL CATEGORIES**  
**DURING THE THIRD QUARTER OF 2003**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

CASE NUMBER	FILING DATE	DATE OF VERDICT
01 MR 207	11/15/01	7/18/03
03 CF 318	03/31/03	07/15/03
00 CF 919	07/28/00	07/16/03
03 CF 505	05/27/03	07/22/03
03 CF 349	04/10/03	07/22/03
02 DT 680	10/15/02	8/12/03
02 TR 26877	12/2/02	8/12/03
03 TR 2021	1/30/03	8/15/03
02 CF 952	8/15/02	8/13/03
03 CF 278	3/20/03	8/12/03
02 CM 1938	10/24/02	8/12/03
02 CF 1276	10/25/02	8/21/03
03 CF 468	5/13/03	9/10/03
03 CF 361	4/14/03	9/17/03
03 CF 458	5/12/03	9/24/03
02 L 29	2/22/02	9/9/03
03 MH 51	8/25/03	9/15/03

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**DURING THE THIRD QUARTER 2003**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**MCLEAN COUNTY**

NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF		
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA		BENCH TRIAL	JURY TRIAL
					BENCH TRIAL	JURY TRIAL				
61	0	29	3	0	1	4	227	1	3	329

(1) NOT NECESSARILY DIFFERENT DEFENDANTS  
 (2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT  
 CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

**REPORT G**  
**SENTENCE OF DEFENDANTS CHARGED WITH FELONIES**  
**DURING THE THIRD QUARTER OF 2003**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY SENTENCES ON THE FELONY SENTENCE TABLE BELOW.

TOTAL NUMBER OF CONVICTED FELONIES: 231  
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	2	13	21	28	35	99
4. PROBATION	0	0	7	20	42	58	127
5. OTHER	0	0	0	0	0	5	5
TOTALS:	0	2	20	41	70	98	231



REPORT H  
ORDERS OF PROTECTION ISSUED :  
DURING THE THIRD QUARTER OF 2003  
IN THECIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	3	0	2
FAMILY (OP)	27	2	7
CRIMINAL	5	1	9
<b>TOTAL:</b>	35	3	18



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
"Peace Through Integrity"  
Administration Office  
(309) 888-5034  
104 W. Front Law & Justice Center Room 105  
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051  
Patrol Commander (309) 888-5166  
Patrol Duty Sergeant (309) 888-5019  
Jail Division (309) 888-5065  
Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

October 28, 2003

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff David Owens  
SUBJ: NOVEMBER 3<sup>RD</sup>, 2003 JUSTICE COMMITTEE AGENDA

Dear Chairman Renner:

I would respectfully request that the following item be placed on the November 3<sup>rd</sup>, 2003 Justice Committee Agenda for information only.

**Information**

- 1) **McLean County Detention Facility Population Report:** (Please see attached).

If you have any questions, prior to the meeting, please feel free to contact me.

Sincerely,

David Owens  
Sheriff

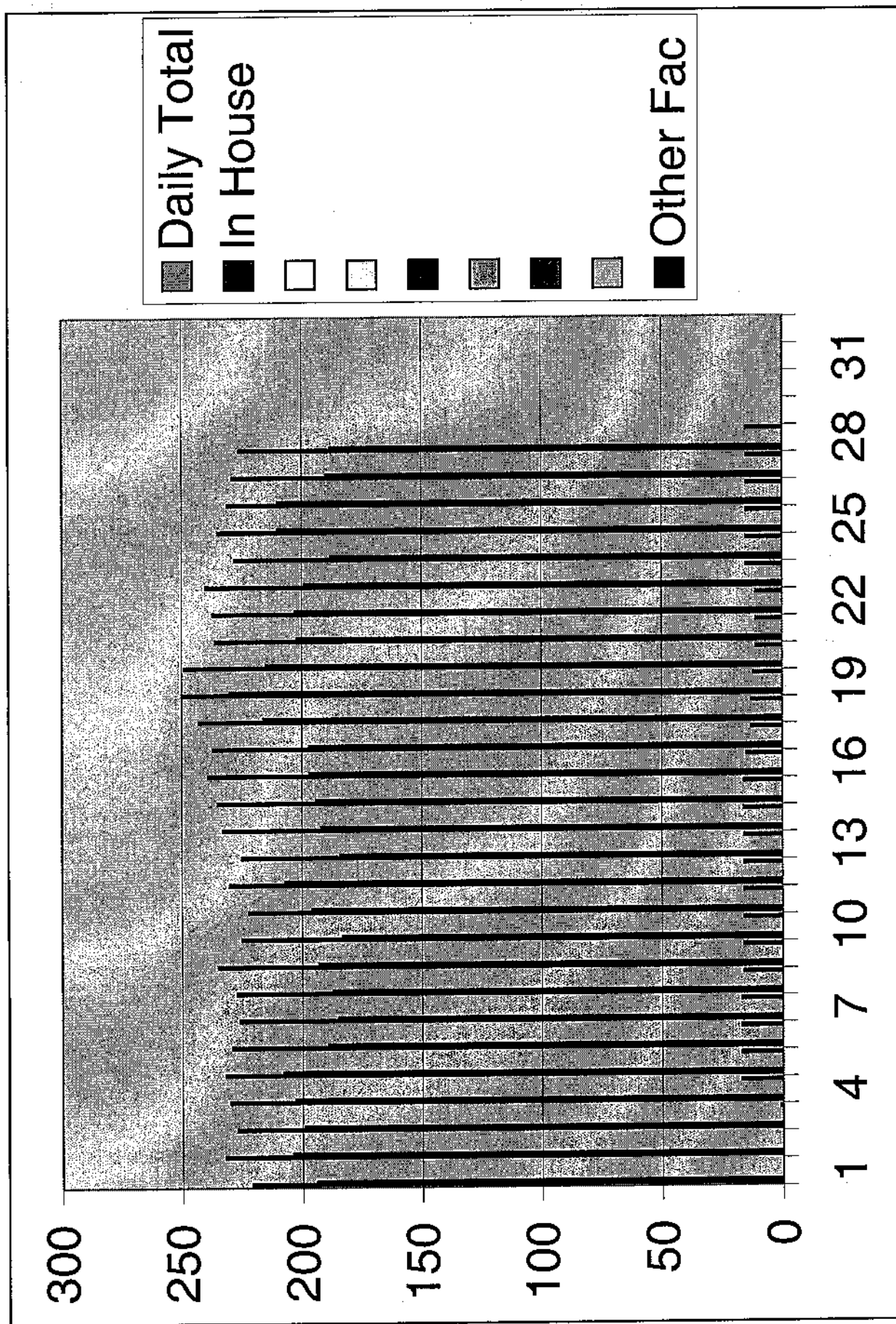
DO:jc

MCDF  
Population  
October  
2003

Date	Daily Total	In House	Male	Female	Sp. Needs	St. Sentence	Work Release	Weekends	Other Fac
1	221	194	193	28	17	45	11	21	0
2	232	204	200	32	31	52	13	21	0
3	227	199	195	32	24	52	12	21	1
4	230	203	196	34	18	62	13	23	17
5	232	208	198	34	20	57	13	21	17
6	229	189	196	33	21	55	12	21	17
7	226	185	194	32	15	57	12	21	17
8	227	187	195	32	13	54	12	21	16
9	235	193	200	35	15	55	12	21	16
10	225	183	187	38	15	57	13	21	16
11	222	196	192	30	16	60	12	21	16
12	230	207	197	33	16	59	12	22	16
13	225	184	188	37	15	57	12	21	16
14	233	192	196	37	14	59	12	21	16
15	235	194	201	34	13	60	13	21	16
16	239	197	204	35	17	62	14	21	15
17	237	197	203	34	18	61	14	21	13
18	243	216	210	33	23	63	14	22	13
19	250	230	214	36	30	62	14	22	12
20	249	215	214	35	21	57	14	22	11
21	236	202	204	32	15	57	14	22	11
22	237	203	204	33	17	55	14	22	11
23	240	199	208	32	23	54	13	22	15
24	228	188	197	31	17	52	14	22	15
25	235	210	202	33	19	53	13	25	15
26	231	210	200	31	17	51	13	24	15
27	229	190	195	34	15	49	13	24	15
28	226	188	194	32	14	48	13	24	15
29									
30									
31									
Total	6509.00	5563.00	5577.00	932.00	509.00	1565.00	361.00	611.00	373.00
Average for October 2003	232.46	198.68	199.18	33.29	18.18	55.89	12.89	21.82	13.32

MCDF Average Population  
Six Month Comparison

Month	May 2003	June 2003	July 2003	August 2003	Sept 2003	October 2003	Average
Daily Total	208.50	202.07	178.19	200.40	220.13	232.46	206.96
In House	186.80	113.71	70.16	173.60	195.23	198.68	156.36
Male	178.30	173.71	153.58	179.70	190.63	199.18	179.18
Female	30.10	28.36	24.61	20.70	29.50	33.29	27.76
Special Needs	17.30	16.37	7.52	16.90	18.63	18.18	15.82
Straight Sentence	50.80	44.11	26.13	34.90	43.80	55.89	42.61
Work Release	8.50	9.84	6.71	9.30	10.77	12.89	9.67
Weekenders	21.80	19.95	17.71	23.80	27.00	21.82	22.01
Other Facilities	2.10	58.25	59.23	00.00	00.00	13.32	22.15





COPY

BETH C. KIMMERLING, RN, MFS

ABMDI

CORONER

Office (309) 888-5210

FAX (309) 888-5090

104 W. Front

P.O. Box 2400

Bloomington, Illinois 61702-2400

October 17, 2003

Mr. Dan Heinz  
306 East Seneca Place  
Peoria, IL 61603

  
Dear Mr. Heinz,

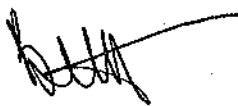
During the budget preparation process for fiscal year 2004, I reviewed the history of the morgue facility fee, in addition to the list of services McLean County provides for this fee. Upon completion of this cost-benefit analysis, it was determined that the \$225 morgue facility fee was not covering McLean County's costs associated with providing an out of county autopsy service to you. In an effort to align the two figures, the morgue facility fee will increase to \$250 as of January 1, 2004. It has been three years since McLean County implemented an increase in this area.

Enclosed please find a two-page morgue use cost sheet. This document provides you with an explanation of what services are included in the morgue facility fee, as well as a break down of all the costs associated with providing autopsy services.

Please realize I understand the impact this change will have on already tight budgets.

Thank you.

Regards,



Beth C. Kimmerling  
Coroner

COPY

## **2004 Out of County Morgue Use Fees**

The McLean County Coroner's Office (MCCO), located in Bloomington, Illinois, is a fully equipped regional morgue facility, providing autopsy and related examination services in the field of death investigation. Autopsies are performed by a board certified Forensic Pathologist.

### **Forensic Autopsy Examination Cost**

#### **Forensic Pathologist**

Dr. Bryan Mitchell	\$675
Dr. Scott Denton	\$750

#### **Assistant**

William K. Belcher	\$125
--------------------	-------

Morgue Facility Fee	\$250
---------------------	-------

Includes use of the facility, clerical staff, postage, photocopying, histology services, photographs, replacement body bag, morgue cleaning, laundry service, transcription service, biohazard disposal, body storage, and supplies.

Total	\$1,050 to \$1,125
-------	--------------------

### **Radiology**

In the event that your case requires x-rays, the McLean County morgue is fully equipped with the proper equipment and developer on site. The MCCO will provide certified x-ray technicians to take the required films.

Certified X-ray Technician	\$60.00
Film (each)	\$15.00

Total	\$ 60.00 + (number of films taken x \$15)
-------	---

**COPY**

## Toxicology

Each county coroner's office using the McLean County morgue is responsible for choosing its own laboratory for toxicology testing and agrees to pay any charges incurred by the laboratory for analysis. The MCCO will prepare the toxicology for shipment. A coroner may use his or her own discretion to determine the shipping source. As always, toxicology specimens may be retained by the county coroner of origin and shipped via his or her office.

## Photographs

For each case entering the McLean County facility, a routine series of identification photos will be taken. The pathologist and his assistant also take a complete set of autopsy photos. These photos along with the respective negatives are delivered to the originating county coroner's office. There is no extra charge for this service.

## Transportation

The MCCO no longer provides routine removal service for bordering counties. In the event of an emergent need for transportation assistance, the McLean County Coroner will evaluate this need, as well as the distance involved, before allowing the McLean County removal van to provide transport service. It will be the responsibility of the bordering county coroner to arrange transportation of the decedent from the McLean County facility.

Removal	\$100.00 per removal
---------	----------------------

### Independent (Private) Autopsy

A private autopsy may be arranged at the discretion of the McLean County Forensic Pathologist. The Forensic Pathologist will determine the fee for this service.

## Contacting the MCCO

The MCCO is open from 8:00 am until 4:30 pm, Monday through Friday. After regular business hours, our telephone is answered by the 9-1-1 communication center (MetCom). Please ask the dispatcher to page the on-call Deputy Coroner. He or she will return your call and assist you in arranging pathology services for your county.



**Office of the Coroner  
McLean County  
SEPTEMBER 2003 REPORT**

	<b>SEPT. 2003</b>	<b>SEPT. 2002</b>	<b>TYTD 2003</b>	<b>LYTD 2002</b>
<i>Cases</i>	<b>78</b>	<b>57</b>	<b>606</b>	<b>556</b>
<i>Autopsies</i>	<b>11</b>	<b>10</b>	<b>81</b>	<b>84</b>
<i>Out/County Autopsies</i>	<b>30</b>	<b>11</b>	<b>184</b>	<b>102</b>
<i>Inquests</i>	<b>8</b>	<b>6</b>	<b>49</b>	<b>54</b>

**TOTAL DEPOSITS**

	<b>BUDGET</b>	<b>ACTUAL</b>
<i>Copy Fees</i>	<b>\$6,000.00</b>	<b>\$6865.00</b>
<i>Morgue Fees</i>	<b>\$18,750.00</b>	<b>\$36,517.88</b>
<i>Reim/Services</i>	<b>\$500.00</b>	<b>\$44.97</b>
<i>Paid to Facilities Mgt.</i>	<b>\$0</b>	<b>\$8280.00</b>

**DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP**

Traffic Crash – 0

Medical/Sudden death – 1

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 10

**OPEN DEATH INVESTIGATIONS**

Traffic Crash – 0

Homicide – 0

Medical/Sudden death – 1

Other/Pending - 15

**Intergovernmental Agreement of Cooperation  
Between the McLean County State's Attorney  
And  
The Illinois Department of Public Aid**

**SUMMARY**

The Agreement addresses responsibilities of both parties arising under Title IV-D of the Federal Social Security Act relating to child support enforcement. Under Illinois law, the Department of Public Aid can contract with local State's Attorneys to handle legal responsibilities for child support cases usually handled by the Attorney General's Office.

The McLean County State's Attorney has operated a division under such an Agreement since February 1999. The proposed Agreement has a term commencing December 1, 2003 and terminating June 30, 2004. The terms of the proposed Agreement are substantially similar to those of prior Agreements.

Funding will be at the same level as the current Agreement, which terminates November 30, 2003. The Department of Public Aid has verbally committed to the funding, the appropriate level of funding has been incorporated into the draft Agreement and the State's Attorney has incorporated the appropriate level of funding into his FY2004 budget request. As in prior years, payment under the Agreement is by reimbursement with the State's Attorney submitting monthly expenditure reports to the Department.

Three elements of the proposed Agreement are currently being negotiated. The first such element addresses the level of production required by the State's Attorney in terms of the number of support orders obtained. We are seeking reciprocal language which would require a certain level of production by the Department in terms of the number of cases referred to the State's Attorney for court action.

The second such element addresses what sanction, if any, will be imposed upon the State's Attorney if the State's Attorney fails to perform at an appropriate level. The Department is suggesting that a financial sanction equal to a certain dollar amount be imposed if the State's Attorney does not obtain a minimum number of support orders. The State's Attorney is proposing that any sanction for insufficient production, whether monetary or contract renewal, be tied to a requirement on the Department that it produce an adequate number, or percentage, of case referrals.

The third such element addresses the number of days within which the State's Attorney must show proof of the entry of each child support order and the date by which the Department must provide the State's Attorney with a summary of such orders.

The State's Attorney anticipates that a final draft of the Agreement will be available to the Committee and the County Board for review prior to the November 18<sup>th</sup> Board meeting.

## ASSET FORFEITURE FUND

### STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

October 24, 2003

#### STATE'S ATTORNEY:

Beginning Balance 01/01/2003	\$ -49,196.06
(Reflects \$80,000 transfer to General Fund 12/31/02)	
Revenue	<u>3,320.25</u>
Total Funds Available	\$ -45,875.81
Expenditures	<u>2,501.66</u>
Fund Balance 10/24/03	\$ -48,377.47

#### SHERIFF:

Beginning Balance 01/01/2003	\$ 45,759.23
Revenue	<u>9,328.52</u>
Total Funds Available	\$55,087.75
Expenditures	<u>2,725.00</u>
Fund Balance 10/24/03	\$ 52,362.75

TOTAL FUND BALANCE-	October 24, 2003	\$ 3,985.28
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# McLean County State's Attorney's Office 2003 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2003 YTD 2002 YTD 2002 Total 2003 Projected

## CRIMINAL

Felony	105	74	143	92	92	99	104	122	122	102		1055	1303	1,539	1,295
Misdemeanor	150	138	167	146	208	212	126	253	153	166		1719	1965	2,355	2,112
Asset Forfeiture	6	12	3	3	15	4	5	15	5	15		83	85	98	102
<b>Family Totals</b>	<b>34</b>	<b>56</b>	<b>53</b>	<b>38</b>	<b>39</b>	<b>39</b>	<b>42</b>	<b>61</b>	<b>39</b>	<b>52</b>		<b>453</b>	<b>356</b>	<b>425</b>	<b>556</b>
Family	18	45	40	21	19	24	30	44	30	38		309	201	248	379
Order of Protection	16	11	13	17	20	15	12	17	9	14		144	155	177	176
<b>Juvenile Totals</b>	<b>19</b>	<b>20</b>	<b>18</b>	<b>11</b>	<b>21</b>	<b>13</b>	<b>13</b>	<b>10</b>	<b>25</b>	<b>25</b>		<b>181</b>	<b>244</b>	<b>268</b>	<b>222</b>
Juvenile	2	1	0	2	0	1	0	0	0	0		6	21	21	7
Juvenile Abuse	4	8	9	6	9	9	7	7	13	9		81	77	86	99
Juvenile Delinquency	13	11	9	3	12	3	6	9	12	16		94	146	161	115
<b>Traffic Totals</b>	<b>1,957</b>	<b>2,509</b>	<b>3,027</b>	<b>2,298</b>	<b>2,154</b>	<b>3,260</b>	<b>2,412</b>	<b>2,629</b>	<b>2,322</b>	<b>2,054</b>		<b>24,577</b>	<b>25,018</b>	<b>29,629</b>	<b>30,204</b>
Traffic	1,904	2,460	2,946	2,243	2,097	3,166	2,342	2,566	2,253	1,991		23,923	24,304	28,746	29,400
DUI Traffic	53	49	81	55	57	94	70	63	69	63		654	714	883	803

## CHILD SUPPORT

Paternity cases filed	6	5	16	3	7	14	10	17	10	11		99	52	70	121
Paternity cases established	4	6	8	3	5	2	7	6	3	5		49	45	55	60
Paternities excluded	0	0	0	0	1	0	1	0	0	0		2	9	10	2
Support Orders entered	51	50	42	30	51	21	34	32	35	35		381	307	370	468
Modification proceedings filed	8	18	14	40	23	17	13	12	19	21		185	219	304	227
Modification proceedings adjudicated	28	26	16	5	15	12	12	26	10	5		135	155	184	165
Enforcement actions filed	16	24	44	43	25	22	24	46	22	32		298	294	391	366
Enforcement actions adjudicated	27	32	36	34	48	21	60	76	33	45		412	566	648	506
Hearings set before Hearing Officer	81	77	66	37	100	64	72	67	35	41		640	522	611	786
Orders prepared by Hearing Officer	54	52	54	29	86	54	63	64	28	35		519	359	432	637

2003 Projected = (2003 YTD/Day of Year) x 365 Days

n/c= not calculable



McLean County

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

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**Request for Approval of  
Work Order 12**

October 28, 2003

To the Honorable Members of the McLean County Justice Committee and the McLean County Board:

Please find attached an agreement for Work Order #12 of our Integrated Justice project. Monies budgeted for this work order and project exist within the current Fiscal Year 2003 budget.

Work Order 12 provides for Joint Application development sessions needed to complete the requirements definitions of the Juvenile Detention Facility and the Juvenile Court Services program. The result will be all of the requirements as well as a fixed price proposal for the completion of that work.

On behalf of the IJIS board and IJIS workgroup, I respectfully request the approval of Work Order #12 and welcome any questions you may have.

A handwritten signature in black ink, appearing to read "Craig Nelson", with a long horizontal flourish extending to the right.

Craig Nelson  
Director  
McLean County Information Systems

**INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)**  
**MASTER CONSULTING SERVICES AGREEMENT**

**WORK ORDER #12**

This is a Work Order which defines Services to be performed by Northrop Grumman Space and Mission Systems Corporation, hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and NORTHROP GRUMMAN.

**Consulting Services Topic:**

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

**Objectives of Consulting Services:**

To conduct an additional JAD session at the County's request for the purpose of gathering additional Juvenile Detention and Juvenile Probation requirements in accordance with Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

**Location of Consulting Services:**

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the System.

**Activities to be performed:**

NORTHROP GRUMMAN will perform the following services:

- Conduct a kick-off meeting and Juvenile JAD session at the County's request to identify the additional software enhancements required to incorporate Juvenile Detention and additional Juvenile Probation functionality into the E\*Justice System.
- Prepare and deliver the Deliverable Materials set forth below.
- Software development and implementation of any enhancements identified and subsequently approved for implementation by the County as a result of this Work Order shall be performed following mutual agreement on price, scope and schedule for implementing said enhancements.

**Deliverable Materials:**

The following Deliverable Materials shall be prepared in Northrop Grumman format and delivered to the County under this Work Order.

- JAD session meeting minutes for Juvenile Detention and Juvenile Probation.
- Functional Requirements Definition Document for Juvenile Detention and Juvenile Probation
- Fixed Price Proposal for the development and implementation of the Juvenile Detention and Juvenile Probation enhancements as approved by the County for the E\*Justice System.

**Work Order Price:**

In accordance with Attachment 2, Pricing and Milestone Payments, of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this Work Order is \$260,000 (Two Hundred Sixty Thousand Dollars).

**Price/Invoice and Payment:**

NORTHROP GRUMMAN will invoice the COUNTY \$260,000 (Two Hundred Sixty Thousand Dollars) in one invoice at the initiation of the work order, per the terms of Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: FIRST UNION BANK  
NORTHROP GRUMMAN  
ACCOUNT # 01310801  
P.O. BOX 8500-S-6365  
PHILADELPHIA, PA 19178-0001

**Completion Date:**

- ✓ Upon execution of this agreement, the Services in this Work Order shall begin on or before December 1, 2003 and shall be completed no later than March 31, 2004.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN SPACE &  
MISSION SYSTEMS CORP.

12011 Sunset Hills Road

Attn: VAR1/6C38

Reston, VA 20190

McLEAN COUNTY, ILLINOIS

104 West Front Street

Bloomington, IL 61701

Richard A. Wallace 27 Dec 03

Signature / Date

Signature / Date

RICHARD A. WALLACE  
Printed or Typed Name

Printed or Typed Name

CONTRACT MANAGER  
Title

Title



**McLean COUNTY, ILLINOIS**

**PROPOSAL TO PROVIDE  
PROFESSIONAL SERVICES  
(Cost of Sheriff Fee Service Study)**

**October 2003**

This proposal contains proprietary information.  
Please contact MAXIMUS, Inc. before releasing any part of the proposal.

Contact: Bruce Cowans, Vice President  
(847) 513-5508 Northbrook, Illinois  
(217) 789-0041 Springfield, Illinois  
brucecowans@maximus.com

## I     **Updating Cost-Based Prices for Sheriff Fees Should Help the County to Develop New Revenue and Avoid an Unintended Taxpayer Subsidy**

### ***Executive Summary***

- McLean County has taken advantage of an opportunity under Illinois law to set fee prices based on a cost study. It had our firm conduct such studies for the Sheriff in 1992 and 1997 and for the County Clerk in 2001.
- By now, the costs of the old Sheriff's study have grown. Unless a new study is done, the County is unintentionally subsidizing the cost increase with tax dollars. Fees may not be increased without a cost study.
- MAXIMUS has conducted or is conducting fee studies for approximately half of the counties in Illinois. No other firm is marketing this service across this state, but even if that were the case, MAXIMUS's prior familiarity with the 1997 Sheriff cost study would allow MAXIMUS to complete the study more efficiently.
- One option for this study would be to analyze the costs of county overhead as well. We did so in 1997 and those costs have clearly grown since that time. Nonetheless, we believe that we can use the results of the 1997 overhead analysis for this project – they understate the current cost, but capture a large portion of it. As McLean County has had a tendency in past studies to round prices down below the actual cost of serving the public, we do not see great merit in updating the 1997 overhead analysis at this time. The cost of additional professional fees to do so (\$10,250) does not seem worth it. If the County is interested in a more aggressive fee increase, the review of overhead costs may be worth the cost.
- This study would commence within two weeks of contract execution, require 8 weeks to complete and cost the County a fixed fee of \$9,250. If results parallel those of similar counties, the investment should be repaid tenfold or more.

### ***Background***

This project will determine if fee prices for certain Sheriff services are reimbursing the County. Based on our experience with other Illinois counties, we suspect that current fee prices do not pay for all costs that McLean County incurs to provide them. If the cost of the service exceeds the price paid by the customer, tax dollars must subsidize the fee service. For most counties, this is unintentional.

If the results are in the range of other Illinois counties, we expect the annual diversion of tax revenues to subsidize fee services to be tens of thousands of dollars annually, if not more.

Historically, State law set prices for fee services. In 1989, State laws setting fee prices for certain Sheriff, County Clerk and Recorder services were amended to allow services to be priced based on a cost study. Counties may enact ordinances based on these studies to supersede the statutory price.

We have served the following Illinois counties:

**MAXIMUS Experience with Illinois County Fee Studies**

Indicates year study performed -- multiple entries indicate years of original and updated studies

	County	Sheriff	County Clerk	Recorder	Central Service Cost Allocation Plan (Detailed overhead cost study)	Other
1	Adams	2003	2003	2003		
2	Boone	2002				
3	Bureau	1997, 2001				
4	Champaign	2003	2003		2003	
5	Christian	2003	2003			
6	Clark	2003	2003	2003		Animal control - 2003
7	Coles	2003	2003	2003		
8	Cook	1997			1996, 1998	1996 - all legal system departments
9	Cumberland	2003	2003			
10	Crawford	2003	2003	2003		
11	DeKalb	1992, 2000	1992, 2000		1992	
12	DeWitt	1998				
13	Douglas	2002	2002			
14	DuPage	1993, 1997, 1999, 2002	2001	1994, 2001	Annually	Janitorial contract 2002, Building, zoning & stormwater 2003
15	Edgar	2003	2003			
16	Ford	2002	2002	2002		
17	Fulton	2000	2003			
18	Henry	2002	2002			
19	Iroquois	1997, 2002				
20	Jackson	2002	2002	2002		
21	Jefferson	2003	2003			
22	Kane	1991, 2000	1991, 2003		1991, 2000, 2003	
23	Kendall	2000, 2002	2001	2001		GIS - 2003
24	Knox	1998				
25	LaSalle	2001	2001	2001	2001	
26	Lee	2003	2003	2003		
27	Livingston	2001	2002			

The Illinois laws permitting these fee studies reference a Federal regulation (US Office of Management & Budget Circular A-87). According to this regulation, "cost" includes support from other county offices. By determining the cost of overhead and including it as a cost of fee services, many departments and services that were always assumed to run surpluses can be shown to actually operate at an unintended cost to the taxpayer.

We follow the Circular A-87 methodology to produce a study comparing the cost of a fee-funded service to current fee revenue. Nationally, our firm performs 1,200 A-87 method studies a year for state and local government agencies.

## II APPROACH

Illinois laws authorizing cost-based fee studies refer to US Office of Management & Budget Circular A-87:

*All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program and activity.*

We would use A-87 definitions in a study of McLean County. The method, though more complex than most counties would use, provides better documentation and better cost recovery.

### Identify Costs of Eligible Fee Services Designated by the Sheriff

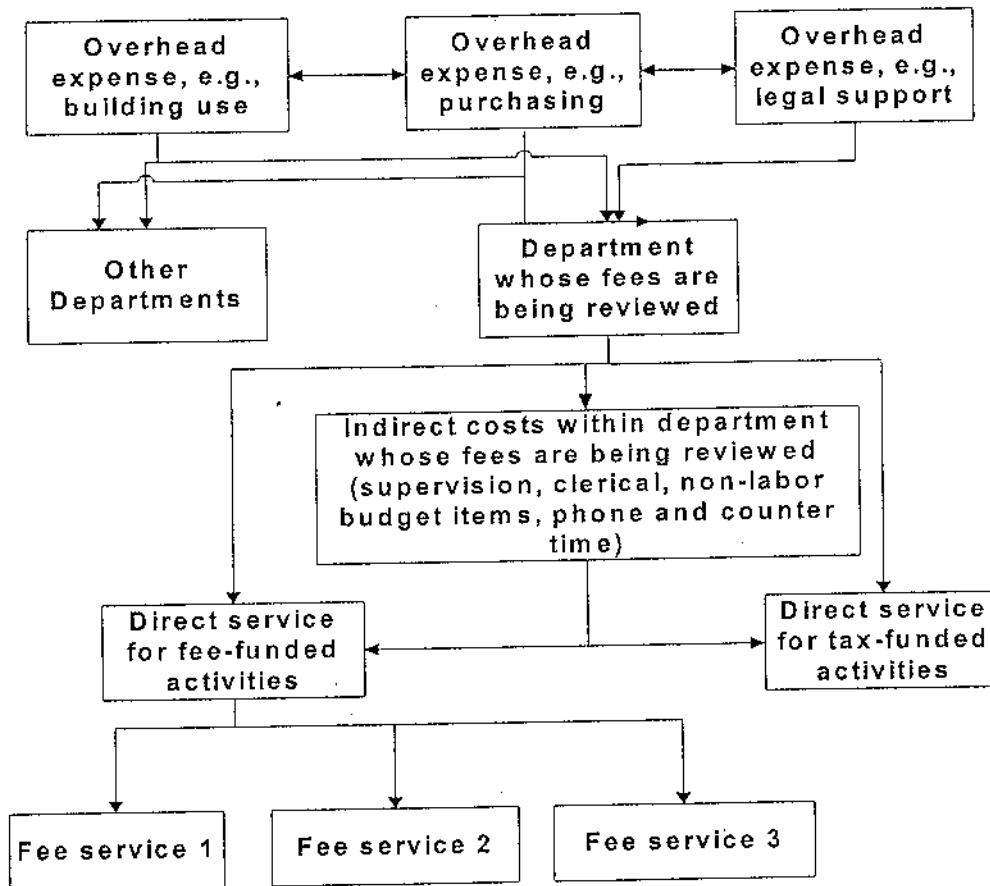
Our first visit to the County requires approximately a half day to a day onsite to collect data and conduct interviews. We build the cost model in our offices over the weeks following that first meeting.

First, we ask the Sheriff or his or her representative to identify the specific services to be studied from the relevant statutes. The statutes give a County the ability to examine a large number of services. In our experience, some services may not be worth reviewing, as they are performed very infrequently, have no paying customers, or present no opportunity for a revenue adjustment.

When the list of services is defined, we begin developing a model to account for and document the cost of each service. This model requires the following information:

- The number of times per year each service is performed, with detail on the number or percent of customers actually charged for the services (department to supply)
- Expenditure information (to be obtained from the budget and payroll)
- Current prices charged (department to supply)
- Labor effort by job title and service (to be obtained by interviewing staff from each department)
- Details on compensated absences accrued, so that fee service customers can make proportionate contributions to the expense of paid leave
- Usage of non-labor budget line items by service (to be obtained by interviewing staff from each department)

The basic flow of direct and shared expenses that we document is shown below:



Develop Report We will review our draft report in person with the Sheriff or his representative to confirm the accuracy of assumptions, facts and calculations. It is likely that the model will need editing.

In our experience, a study of this magnitude requires not more than 24 hours of professional time after delivery of the draft report to conduct any follow-up data collection and analysis, and make changes to the model. Hence, we base this proposal on that level of effort.

Setting fee prices is a policy matter for the County Board. Typically, our clients round down the price to a number more easily remembered (e.g., \$25, vs. \$27.89).

Our final report will contain the model and a narrative section that explains our approach and a template for the County to use in drafting an ordinance to implement new fees. Illinois law requires that a copy of the cost study be on file with the County Clerk for inspection.

The Sheriff's Department will need to spend approximately one week of staff time over the course of the study to support our need for interviews, data collection and review of our draft report and preparation for its discussion of our report with the Board. Most of the time that we spend on the study is in building and refining the cost documentation in our offices and does not require staff time from the client. Typically, we do not attend the Board meeting to present the report, as our narrative report is sufficient documentation.



### III QUALIFICATIONS AND STAFFING

MAXIMUS, Inc. is a national management consulting firm dedicated to "Helping Government Serve the People." We serve only public sector clients. We are not auditors, but providers of specialized cost accounting and management consulting services of types not generally provided by other firms.

Our firm was founded in 1975. It is a public company, listed on the New York Stock Exchange. We maintain approximately 130 offices in the United States, employ more than 5,500 people and serve more than 5,000 public agencies annually.

The following are among a few of our recent fee study references:

Client	Contact
St. Clair County	Dr. Dan Maher, 618-277-6600, ext 207
Peoria County	Donna Schwab, Budget Director 309-672-6056
Sangamon County	Ryan McCrady, County Administrator, 217-753-6650
Champaign County	Deb Busey, County Co-Administrator, 217-384-3776
Macon County	Steven Bean, County Clerk, 217-424-1305

Bruce Cowans, who has directed our other Illinois county fee studies, would direct our work in this project. Jeff Gossrow, a manager of our firm, may assist. The work will be conducted by either of these two who is available at the time when the County ultimately approves this project.

#### IV PROFESSIONAL ARRANGEMENTS

Having prepared this type of analysis for many other counties, we are able to estimate the level of effort with a high degree of confidence. Thus, instead of invoicing based on hourly rates, we propose to invoice our work as a fixed fee, which would include all professional fees and expenses required to perform this work.

The schedule for a typical study is shown below:

Task	1	2	3	4	5	6	7	8
First onsite visit (data collection and interviews)	X							
Develop first draft of cost models		X	X	X				
Second and final onsite visit to present and explain draft reports					X			
County reviews draft data (one week for review after our second visit)						X		
Make requested changes and prepare final report							X	X

If the County is able to provide the data that we require and review our draft report according to this schedule, then it should expect a final report at the end of eight weeks after our onsite work commences. We recognize that this is not always possible and to avoid the effort required to amend a contract for that reason, our proposed agreement allows for 10 weeks to complete the work. If the County adheres to this schedule, the project will be completed according to the schedule shown above.

The County will have additional work to do after we have delivered its report. It must decide whether to increase fees where the study finds current prices to be inadequate. If so, it must also decide the amount of the increases, prepare and approve an ordinance. We will provide information in a format that will help the County to draft an ordinance.

Our fee is a fixed fee of \$9,250, which includes the professional services and travel expenses for two onsite visits.

We would invoice 25 percent of our fee upon commencement and the balance upon delivery of the final report. Should the County not provide comments on the draft report within three weeks of receiving it, we will reissue the report as final.

Exhibit 1 is a copy of our proposed agreement. We will commence work within two weeks of receiving an executed copy of this agreement.

## **EXHIBIT 1**

### **PROPOSED AGREEMENT**

**AGREEMENT TO PROVIDE  
PROFESSIONAL CONSULTING SERVICES TO  
THE COUNTY OF McLEAN, ILLINOIS**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2003, and effective immediately by and between MAXIMUS, Inc., a Virginia corporation (hereinafter called the "Consultant") and the County of McLean, Illinois (hereinafter called the "County"), **WITNESSETH THAT:**

**WHEREAS**, the County is interested in determining the cost of certain fee services that are subject to adjustment by County ordinance pursuant to the provisions of the Illinois Counties Code 5/4-5001, hereinafter referred to as "the Code," and

**WHEREAS**, the Consultant has staff knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

**WHEREAS**, the County desires to engage the Consultant to assist in preparing such a study.

**NOW THEREFORE**, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The scope of services is a study of the cost of fee services under the Code that are subject to adjustment by County ordinance based on a cost study, as presented in the attached October 2003 Consultant proposal, which is incorporated herein by reference. Consultant shall spend not more than 24 hours of professional time after delivery of the draft report for further services of any kind. Legal reviews and preparation of an implementing ordinance are the responsibility of the County.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed expeditiously, within 10 weeks after onsite commencement. Provided however, the Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties over which the Consultant does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein. One draft report and one final written report shall be submitted to the County. In the event that more than three weeks pass after delivery of the draft report without changes noted by County, Consultant shall reissue the report as final.

4. **Compensation.** Compensation shall be a fixed fee of \$9,250, inclusive of all professional services and expenses to complete the scope of work. The fee includes two onsite visits and up to 24 hours of services of any kind after delivery of the draft report.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice 25 percent of our fee upon commencement and the balance upon delivery of the final report. County shall pay invoices received within 40 days of the invoice date.

6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be furnished by County.** The County shall make reasonable effort to furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County. Consultant shall be entitled to rely upon the accuracy of information provided to it by County.

8. **Rights to Terminate Contract.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Provided however, Consultant shall be compensated for services rendered and expenses incurred through the effective date of termination hereunder.

9. **Information and Reports.** The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials first prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

10. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all reasonable and proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all

program data, documents, proceedings and activities. Consultant shall maintain interview notes, working papers and other documentation of findings for a period of five years after delivery of the final report.

11. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within the County.

12. **Provisions Concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. **County not Obligated to Third Parties.** The County and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

16. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such

personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

**18. Consultant Certification.** The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct, which is a matter of record.

**19. Indemnification.** Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses that arise out of that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and other unlawful conduct of its respective agents, officers and employees.

**20. Assumption of Risk.** In the absence of negligent or willful acts or omissions in Consultant's performance hereunder, County shall assume the risk from and against any claims, demands, actions, damages, expenses, fees and liabilities arising by virtue of any and all claims, demands or actions brought by third parties which are related in any way to County's implementations of Consultant's recommendation and findings.

**21. Notices.** Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below. Notice shall be effective upon receipt.

John Zeunik  
County Administrator  
McLean County, Law & Justice Center  
104 West Front Street, 7<sup>th</sup> Floor  
Bloomington, Illinois 61702

Bruce Cowans  
Vice President  
MAXIMUS, Inc.  
60 Revere Drive, Suite 200  
Northbrook, IL 60062

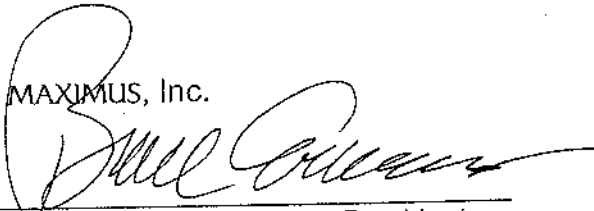
**IN WITNESS WHEREOF,** the County and the Consultant have executed this agreement as of the date first written above.

County Of McLean, Illinois

MAXIMUS, Inc.

By: \_\_\_\_\_

Attest \_\_\_\_\_

By:  Bruce Cowans, Vice President

McLEAN COUNTY

Fiscal Year 2004 Recommended Budget

Fund:		General 0001	Department: Rescue Squad 0032		Pages: 100	
CATEGORY		FY 2002 BUDGET	FY 2003 BUDGET	RECOMMENDED FY 2004 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2003
Revenue	\$	-	\$ -	-	\$ -	N/A
Salaries	\$	-	\$ -	-	\$ -	N/A
Fringe Benefits	\$	-	\$ -	-	\$ -	N/A
Materials & Supplies	\$	9,890	\$ 6,620	6,620	\$ -	0.00%
Contractual	\$	8,465	\$ 6,615	6,615	\$ -	0.00%
Capital Outlay	\$	7,000	\$ 3,000	3,000	\$ -	0.00%
Other	\$	-	\$ -	-	\$ -	N/A
<b>TOTAL:</b>	\$	25,355	\$ 16,235	16,235	\$ -	0.00%

Please see attached highlights of the Recommended Budget.



McLean County  
Fiscal Year 2004 Recommended Budget

Fund: General 0001

Department: Rescue Squad 0038

Highlights of the Recommended Budget:

EXPENDITURES:

Because of the budget constraints in the FY'2004 General Fund budget, the FY'2004 Recommended Budget for the all-volunteer Rescue Squad is budgeted at the same dollar amount as the FY'2003 Adopted Budget.

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2004 Recommended Budget at the same level as in the FY'2003 Adopted Budget.

Contractual:

All of the Contractual line item accounts have been budgeted in the FY'2004 Recommended Budget at the same level as in the FY'2003 Adopted Budget.

(2)

Capital Outlay:

838.0001 Purchase of Machinery and Equipment: This line item account includes funding for the following capital expenses: replace equipment and machinery that has reached its depreciable life and/or may be damaged during a rescue operation.

839.0001 Purchase of Radio Equipment: This line item account includes funding for the following capital expenses: purchase of replacement radio.